NATIONAL INTERAGENCY BUYING TEAM GUIDE

September 2008

I. INTRODUCTION

This National Interagency Buying Team (BT) Guide contains standard operating procedures and forms recommended for use by BTs. This Guide contains supplemental material to the:

> Interagency Incident Business Management Handbook, NWCG Handbook 2, National Interagency Mobilization Guide, Agency Acquisition Handbooks and Guides. (e.g., agency purchase card procedures).

If contradictions occur, the Incident Business Management Handbook and the Mobilization Guide take precedence. Buying Teams should be thoroughly familiar with all chapters of the Incident Business Management Handbook.

II. ORGANIZATION, QUALIFICATIONS AND TRAINING

A. Organization

Buying Team qualifications and composition are addressed in the following documents:

Responsibilities: Interagency Incident Business Management Handbook, Chapter 20, Section 20.04
Coordination: Interagency Incident Business Management Handbook, Chapter 40, Section 43
Qualifications: National Interagency Mobilization Guide, Chapter 20, Section 22.10 and Chapter 60, Section 64.1

Buying Teams support incident acquisition through the local administrative staff, procuring a wide range of services and supplies, as well as renting land and equipment.

Each National Interagency Buying Team has seven people consisting of a leader, and six team members. One of the six members may be assigned as an assistant or deputy leader. In addition to the seven-member team, personnel from the incident agency or alternate buying team members may be added, as needed, to supplement the primary team.

Geographic areas may have additional buying teams for use within the area. Geographic area teams may differ in team composition from the approved National Interagency Buying Team composition. The geographic area determines the composition of Buying Team used internally. Each geographic area shall train and provide a minimum of one Buying Team that is made available for national dispatch (see National Interagency Mobilization Guide, NFES 2092). Buying Teams are ordered by the incident agency and report to the Agency Administrator or other designated personnel. Buying Teams work with the local administrative staff to support the incident acquisition effort.

Buying Teams should **not** be utilized as “defacto” payment teams. Incident agencies should order an Administrative Payment Team if the incident situation warrants.

B. Qualifications and Training

Each Buying Team Member will be required to have a Purchase Card and their applicable Agency training.

The following training requirements (some published in FSH 5109.17, 27.2 - Exhibit 01) are necessary for all Buying Team members, including alternates:

1. Required Training.

S-260, Interagency Incident Business Management
I-100, Introduction to Incident Command System
IS-700, National Incident Management System, An Introduction (FS Employees)
IS-800, National Response Plan, An Introduction (only required for Leaders) (FS Employees)

2. Recommended Supplemental Training

a. National Interagency Buying Team Guide or a Workshop, on-the-job procurement training, and micro-purchase authority and maintenance of that authority, and recommended by a Regional Buying Team Coordinator, in addition to:

   I-200, Basic Incident Command System
   D-110, Dispatch Recorder

b. S-261, Applied Interagency Incident Business Management
c. Incident Procurement Training (NTC 1500-60)
d. Regional Buying Team Workshops
e. Purchase Card and Convenience Check training

3. Annual Review Training Requirements

a. Review Interagency Incident Business Management Handbook, Chapter 20
b. Review Interagency Incident Business Management Handbook, Chapter 30
c. Review Interagency Incident Business Management Handbook, Chapter 40
d. Review Interagency Incident Business Management Handbook, Chapter 60

4. Additional Recommended Training for Buying Team Leaders and Alternate Leaders

a. S-360, Finance/Administration Unit Leader
b. National Buying Team Leader Meeting or Incident Acquisition Workshop
c. Regional Incident Procurement/Buying Team Workshop

III. MOBILIZATION AND DEMOBILIZATION

Refer to the National Interagency Mobilization Guide, Chapter 20, Section 22.10.1 and Chapter 60, Section 64.1.2 for mobilization and demobilization guidelines. The general policy is that

National Buying Teams from outside of the Geographic Area may be requested after Buying Teams within the Area have been utilized. Local agencies are expected to support small incident needs using Geographic Area resources. Additional Buying Team members may be ordered as needed.

IV. BUYING TEAM KIT

Each Buying Team should have a kit containing the following items when dispatched to an incident. In addition, Buying Team members with warranted acquisition authority should bring a copy of their warrant. Teams should carry or have electronic access to all of the items listed below.

A. Reference Material.

The Buying Teams should carry or have electronic access to the following reference material:

1. Interagency Incident Business Management Handbook, NWCG Handbook 2, NFES 2160
2. National Interagency Mobilization Guide, NFES 2092
3. Activity Calendar, Optional Form 67 (or similar)
4. NWCG National Fire Equipment System Catalog, Part I, Fire Supplies & Equipment, NFES 0362, Part I & Part II when using order # 0362
5. NWCG National Fire Equipment System Catalog, Part II, Publications, NFES 3362

B. Equipment (Leader's Responsibility)

The Buying Team Leader should bring the following items to the incident:

A laptop loaded with the spreadsheets and forms used frequently.

C. Internet/Intranet Website References

The following websites are provided for reference:

1. Electronic version of this Guide is available at: *http://fsweb.wo.fs.fed.us/aqm/incident/buyingteams*
2. Forest Service Acquisition Management Intranet homepage: *http://fsweb.wo.fs.fed.us/aqm/* (click on Incident Procurement, click on Buying Teams)
3. NWCG Internet homepage: *http://www.nwcg.gov* (click on Working Team Pages then click on Incident Business Practices for business information.)

4. Forest Service Fire & Aviation Internet homepage: *http://www.fs.fed.us/fire* (click on Links and then Click on Coordination Centers)

5. BLM Fire Procurement Intranet: *http://web.blm.gov/natacq/fire/*

6. NIFC and related Governmental Agency Links (BLM, BIA, FWS, NPS, NWS): *www.nifc.gov*

7. Incident Business Practices website: *http://www.fs.fed.us/fire/ibp/*

D. Suggested Set-up Supplies (Resources Needed at the Incident Office)

Although it is up to the discretion of the Buying Team Leader to determine supply needs, the following is a consolidated list of recommended supplies:

Staplers and staples	Staple removers
Scissors	Highlighter (multiple colors)
Post-It® Notes	Hole puncher (large hole style)
2" three-ring binders (for logs and resource orders)	Plastic hanging files (at least one for supplies, one for equipment)
Pens (multiple colors)	Paper clips and clamps
Label maker	Duct tape
Scotch tape	Masking tape
Packing/strapping tape	Multi-plug extension cords
Power strips	In/out boxes or filing trays
Air freshener	Cleaning wipes
Paper towels	Flip chart paper
Markers	Printer
Toner	Paper
Tablets	Fax machine
High volume copier	White-out or correction tape
Garbage can and bags	Envelopes (legal and 8"x12")
Computer set-up with access to local network	Phones
Phone lines (seven or eight separate lines)	Phone headsets
Phone books	Host agency operating guidelines
Service and supply plans	Calculator(s)
Extra CD roms and/or jump drives	

E. Forms

See Exhibits in this Guide and the Interagency Incident Business Management Handbook for sample forms. The forms and spreadsheets listed below should be available to the Buying Team in electronic format on the Buying Team Leaders laptop. Note: An electronic version of the Guide including Exhibits can be found at the NWCG Internet site and Forest Service AQM Intranet site under Incident Procurement.

OF-286	Emergency Equipment Use Invoice (NFES 0863)
OF-288	Emergency Firefighter Time Report (NFES 0866)
OF-294	Emergency Equipment Rental Agreement (NFES 0862)
OF-296	Vehicle/Heavy Equipment Safety Inspection Checklist (NFES 1173) OR (R5 Test Form, R5-5100-2T)
OF-297	Emergency Equipment Shift Ticket (NFES 0872)
OF-304	Emergency Equipment Fuel and Oil Issue (NFES 0420)
OF-305	Emergency Equipment Rental-Use Envelope (NFES 0422)
FS-6300-51	Purchase Card Order Form
ICS-214	Unit Log Form (NFES 1337)
ICS-226	Individual Performance Rating (Leaders only) (NFES 2074)
AD-107	Report of Transfer or other Disposition or Construction of Property
AD-112	Report of Unserviceable, Lost or Damaged Property
DI-105	Receipt of Property
	Incident Waybill
	Sample AD Sign-up packet
	General Messages
	Land Use Agreement Form and Guide

V. RESPONSIBILITIES

The Buying Team works with the local administrative staff to support the incident acquisition effort. Therefore, Buying Teams should be sensitive to and strive to operate within local policies and procedures. Administrative staff, as used throughout this Guide, means the incident agency Administrative Officer or equivalent.

The responsibilities of each Buying Team member are outlined below. It is essential to establish good communications with all parties involved in supporting incident acquisition activities. All Buying Team members share responsibility in the communication effort. The Fireline Handbook, NFES 0065, provides information on the roles and responsibilities of other incident personnel.

A. The Buying Team Leader (BUYL)

The BUYL coordinates with incident agency personnel and the IMT (Incident Management Team), ensures goods and services are purchased in accordance with incident agency policy, and maintains proper documentation. Buying Teams report the purchase of accountable property to the incident agency. In addition, the BUYL:

1. Contacts the administrative staff immediately upon receiving the resource order, to collect the following information:

    a. The size and location of incident,
    b. The size and location of the space available for the Buying Team's use,
    c. The equipment currently available to the Buying Team,
    d. If a vehicle has been assigned for Buying Team use,

e. Other special problems or concerns (Refer to Exhibit #2, Request for Buying Team information),
f. Status of a caterer order.
g. Verify if a Government computer, rental vehicle, and cell phone are authorized on the Resource Order.

    i. Change the default accounting code (job code) in the appropriate purchase card system to the incident accounting code when dispatched to an incident.

    ii. Obtain administrative privileges for the computer prior to leaving home unit.

2. Sets up the following logistical items immediately upon arriving at the incident:

    a. Runner/ground support availability for the Buying Team
    b. Phones and phone lines

3. Establishes lines of communication and coordinates Buying Team responsibilities with other incident functions (administrative staff, Dispatch, Finance Section, Logistics Section, and all acquisition personnel involved in the incident acquisition activities). If needed, provide briefings on Buying Team roles and responsibilities to all concerned parties.

4. Coordinates with the Ordering Manager and the local dispatch office on how the Buying Team will receive resource orders. Documents and shares the process with all applicable parties.

5. Reviews and implements the administrative unit's and geographic area's acquisition policies, operating guidelines, service/supply plan, and briefs team members accordingly.

6. Ensures all orders placed are legal and consistent with agency policies. Consults with the IBA (Incident Business Advisor) or Agency Administrator when needed.

7. Establishes operational periods for the team; notifies dispatch and/or the expanded dispatch, incident base, and administrative staff, and/or any other established incident unit.

8. Ensures all documentation is in accordance with the Buying Team operating procedures, and agency procedures and policies. This includes logs and filing systems and delegations of this responsibility to the deputy leader or other members of the Buying Team.

9. Monitors organizational needs and adjusts staffing of personnel as needed. Coordinates mobilization and demobilization of staff with incident Agency Administrative Staff as well as with dispatch and/or expanded dispatch.

10. Cooperatively established how orders for supplies and equipment will be handled, with the incident agency, incident team, and the dispatch organization. Ensures orders are coming to the Buying Team in a timely manner. Wherever feasible, obtain agreement between administrative staff, incident, and the expanded dispatch personnel for orders to be sent directly to the Buying Team from incident base, and establish a direct line of communications with the incident for resource order information exchange.

11. Coordinates timely delivery of supplies to the incident and schedules equipment inspections with the Ground Support Unit.

12. Document and record the purchase of accountable property.

13. Provides daily cost information to the designated Finance Section.

14. Prepares the exit report noting close-out concerns.

15. Upon return to the home unit, provides status and availability of the Buying Team to the Geographic Area Coordinating Center (GACC) and National Interagency Coordination Center (NICC).

B. The Deputy BUYL

1. Assumes the duties of the Buying Team Leader in their absence.

2. Performs operational acquisition duties. If an assistant is a GS-1102, they complete the more complex acquisitions.

C. Buying Team Members (BUYMs)

1. Change the default accounting code (job code) in the appropriate purchase card system to the incident accounting code (job code) when dispatched to an incident.

2. Obtain administrative privileges for the computer prior to leaving home unit.

3. Place orders and process all related paperwork, including completing waybills and maintaining logs.

4. Audit orders, waybills, and vendor’s invoices.

5. Confirm verbally placed purchase orders in writing and in a timely fashion.

6. Keep the BUYL informed of day-to-day actions, including resource order status and any problems.

7. Prepare necessary documents for property, commissary purchases, and acquisition instruments, including Emergency Equipment Rental Agreements (EERAs).

8. Relay the estimated time of departure (ETD) and estimated time of arrival (ETA) for shipments to dispatch and/or expanded dispatch or incident base, whichever is applicable.

9. Document receipts with the proper accounting code, resource order number, and signatures. File documentation appropriately.

10. Complete and file paperwork on a daily basis.

VI. OPERATING PROCEDURES

A. General Roles of the Buying Team

1. Established and maintains good working relationships and lines of communication.

2. Supports incident acquisition through the administration staff.

3. Transitions with the incident agency upon arrival. This includes obtaining the status of all resource orders completed and outstanding to date, as well as initiating procedures for the handling of new acquisitions by the Buying Team.

4. Fills resource orders for services, supplies, and equipment in a timely manner. Reviews resource orders for completeness.

5. Checks with the vendor on estimated times of departure and estimated times of arrival for pending orders.

6. Complies with regulations and requirements pertaining to accountable property, which includes obtaining approval when necessary.

7. Provides host unit with new sources and other information.

8. Elevates any questionable orders to the local Administrative Staff or Incident Business Advisor (IBA).

B. Resource Orders

1. Reviews received resource orders for completeness of information, descriptions, quantity, etc.

2. Completes all pertinent blocks on the resource order form, including the Vendor name, ETA, method of purchase (Purchase Order, Blanket Purchase Agreement, Convenience Check, Purchase Card), and Buying Team member's initials. Documents the telephone numbers and vendor names on the resource order forms. Staple any additional information to the resource orders. Communicates the ETA to either expanded dispatch or the ordering manager.

3. Sets up binders to hold resource orders using a separate binder for each incident and a separate binder for equipment and supplies.

4. Sets up status boxes (or folders) for orders, such as “Needs to be Placed”, “Pending Further Information”, “Awaiting Transportation”, “In Transit”, “To Be Audited”, “Standing Orders”, and “Completed”. File completed receipts in the appropriate vendor file folder.

5. Maintains the Incident Expense Log. Use the spreadsheet entitled Buying Team Expense Log. The log and instructions are located on the Incident Procurement website.

C. National Buying Team Filing System

1. Establishes an official Buying Team file system by vendor name. File in alphabetical order with all backup documents for each order placed (Successor Buying Team(s) will use the same file boxes as previous Buying Team.) These files remain with the incident host agency.

2. Establishes separate folders for:

    a. Property items, AD-107’s
    b. Items to be returned, by vendor name
    c. Utilities, i.e. phone lines, electrical, etc.

3. Verifies the need for additional file copies with the incident host agency.

4. Identifies and tracks open/pending orders until the final invoice is paid.

5. Established separate files for EERA orders. Document the ordering protocol.

6. Verifies the need for additional file copies with the incident host agency.

7. Identifies and tracks open/pending orders until the final invoice is paid.

8. Establishes separate files for EERA orders. Document the ordering protocol.

9. Includes all documents to support each order, such as:

    a. A copy of the acquisition instrument/transaction
    b. Copy of the resource order
    c. Copy of receipts
    d. Copy of waybill and/or property transfers
    e. Copy of any payment documentation

D. Blanket Purchase Agreements (BPAs)

1. Establishes Incident BPAs in accordance with FAR Part 13 as needed.

2. Uses existing BPAs when requested by incident host agency. BPA order documentation shall be retained in the official vendor file.

E. Emergency Equipment Rental Agreements (EERAs)

1. Orders resources under non-competed EERAs in accordance with local direction. Follows IIBMH methods of hire ordering protocol when applicable and ensures that orders and decisions are documented. Ensures mobilization times and dates are correctly documented in the EERA envelopes for equipment ordered by the Buying Team. Any discrepancies between the time/date in ROSS and the EERA should be clearly documented.

2. For equipment awarded using competed EERAs or preseason incident BPAs through EaTIS or the competitive solicitation process, the ordering protocol shall be followed. Resources shall be ordered according to their position on the priority dispatch list.

   When the equipment available in ROSS is exhausted, a new acquisition instrument should be prepared and signed by the appropriate, warranted Buying Team member for the length of the incident. All equipment rates will conform to the established Equipment Rental Rates for the geographic area or if established rates do not exist, reasonably priced rates will be negotiated using the available existing established rates as a Government Estimate. Fire chasing should not be rewarded. Contact the IBA or agency administrator to resolve the fire chasing issues.

   If new Contractors are issued instruments at Incidents, they should be advised as to the designated point of hire and reminded that the instrument is only effective for that one Incident. All equipment should be pre-inspected by a certified heavy equipment inspector or individual with extensive knowledge of equipment. A copy of the acquisition instrument (including resource order number and request number, pre-use inspection, filled-out use invoice and beginning shift ticket) should be transmitted (with the Contractor) to the Incident Finance Section Chief or the Procurement Unit Leader. If an EERA is issued, an emergency equipment rental use envelope can be used. The Buying Team should maintain an EERA log (see Exhibit 16). The Logistics and/or Finance Sections should communicate with the Buying Team prior to release of equipment if they will be processing payments or tracking released equipment.

3. Maintains logs of all EERA numbers, in numerical order. A block of EERA numbers for use by the Buying Team should be obtained from the local unit.

4. Distributes the following, in an Emergency Equipment Rental Use Envelope (OF-305) (as appropriate) when equipment is signed up by the Buying Team:

   a. Copy of the EERA
   b. Copy of the resource order
   c. Proof of insurance
   d. Pre-use inspection report

e. Beginning shift ticket
f. Any local required documentation

F. Purchase Cards

1. Records the accounting charge code (job code), resource order number, and incident number on each purchase card receipt.

2. Maintains copies of purchase card receipts and/or copies of checks in the vendor files.

3. Reconciles purchase card transactions in the electronic access system for Purchase Cards while on the incident, if possible; otherwise, as soon as cardholder returns home. Reference resource order numbers in electronic access system for Purchase Card. Cardholders may continue to charge their work time to the incident when reconciling incident transactions after returning to their home unit. Cardholders should be aware that dispute rights with the bank for contesting charges are time sensitive (per FSAR Part 4G13).

G. Restaurants and Lodging Acquisitions

1. Checks with the administrative staff and local procurement personnel to determine if an acquisition process is established for meals and lodging. If none are established, initiates a process approved by the local unit.

2. Reviews the established acquisition instruments with meal and lodging vendors, to ensure authorization and payment procedures are included.

3. Ensures that persons incurring expenses are authorized and are clearly identified on the bills. Some helpful hints previously relied on by teams include:

   a. Using a special detailed form which authorizes meals or lodging and includes individual names, crew names, resource order number, etc. (see the Incident Procurement website for a sample form).

   b. Using Lodging Log Sheets and designating one team member to make all lodging reservations and/or place all the meal orders. Ensure that the vendor accepts reservations/orders only from the designated person.

   c. At a minimum, an identifiable resource order number and individual name should be provided for every charge. Obtain crew manifests to help facilitate identification of firefighters.

   d. Keeping the lodging documentation straight from the beginning because once an individual checks out, it is very difficult to obtain information about them. Coordinate with the lodging staff to thoroughly document persons incurring expenses under the acquisition instruments.

e. Frequently monitor and pay under the acquisition instrument to resolve unauthorized charges and issues immediately.

H. Potential Ordering Problems

The following list describes some potential ordering problems:

1. **Tires, Batteries, and Vehicle/Equipment Parts**. The resource order should show: type of vehicle, ownership, model, size, etc. If items are being ordered for a contractor, the Buying Team should send a copy of the invoices showing the contractor's name, acquisition instrument number, resource order number, and request number to the Finance Section for deduction from the contractor's payment. For WCF vehicles, the incident will only pay for documented damage or destruction resulting from equipment use on the incident. Consult with the ground support unit prior to charging the incident.

2. **Questionable or Unusual Quantities or Types of Items**. Consult with the administrative staff or IBA.

3. **Property**. See the Interagency Incident Business Management Handbook, Chapter 30, Property, for guidance. Completed property transfer documents (AD107 or DI105 and receipt) should be provided to the property officer and a copy should be filed in the vendor files. Maintain a property list for tracking all equipment and property. Also see the subparagraph below regarding Cache Items. Use a property tag to track property or other items, purchased or rented, which need to be tracked and/or returned.

4. **Computers and Cell Phones**. **Reference FSM 6640 for cell phones and tracphones (for Forest Service). Check on Verizon SERT Program for availability of free cell phones.** Before purchasing telecommunications equipment for incident use, gain approval from the local agency official responsible for the incident. Any property/sensitive equipment purchased at incidents must be accounted for and returned to caches or disposed of properly at the end of the incident.

5. **Maps.** Consult the administrative staff for source information.

6. **Newspapers.** The Government cannot purchase newspapers for personal use, however, they may be purchased for the Information Officer’s display and information sharing. Refer to the local unit’s Operating Guidelines before purchasing.

7. **Medical Supplies.** The Buying Team should coordinate with the Medical Unit Leader to explain time constraints when ordering from medical supply vendors and to discuss procedures for obtaining prescriptions. If a prescription is not incident related, a copy of the invoice showing the employee’s name is sent to the Finance Section for deduction from the employee’s pay.

8. **Cache Items.** The Buying Team should attempt to purchase items matching cache specifications as closely as possible. This will enable their return to the cache system after the incident.

I. GSA Stock

GSA stock may be accessed on the following websites:

1. **GSA Global Link**:
   https://www.gsaglobalsupply.gsa.gov/advgsa/main_pages/start_page.jsp?store=FSS

2. **GSA Advantage Link**:
   www.gsaadvantage.gov

J. Transportation and Waybills for Supplies

The following responsibilities and processes are used for supply transportation and waybills:

1. **Buying Team Responsibilities**.

   a. A Buying Team member gives the incident waybill to the runner.

   b. The runner picks up supplies from the vendor, and checks quantities shown on the waybill against quantities actually received. Changes should not be made to waybills without Buying Team approval.

   c. The runner signs the vendor's receipt(s) upon picking up supplies.

   d. The runner returns the receipt(s) and waybill to the Buying Team.

   e. A Buying Team member checks the waybill against the receipt and resolves any discrepancies, and notes the serial numbers if applicable. The Buying Team retains a copy of the waybill, plus the original receipt(s).

   f. The runner gives the supplies and waybill to transportation (if applicable) for loading and transport to the incident.

   g. The Buying Team relays estimated time of arrival to dispatch and/or expanded dispatch for filled resource orders.

   h. Any purchased, borrowed or leased equipment that is taken to the Incident (e.g., copy machines, FAX machines, cameras, tables, chairs, etc.) will need property tracking forms completed. This includes accountable property and local commonly tracked items such as cameras, radios, chainsaws, and generators. The Buying Team ensures property is marked in accordance with incident Agency policies.

2. **Transportation and Receiving and Distribution (R & D) Responsibilities**.

   a. Transportation signs the waybill, shows the date and time received on the waybill, and retains a copy.

   b. Upon arrival at the incident, Receiving and Distribution (R&D) should check the quantities and sign the waybill. Any discrepancies should be noted and reported to Transportation and the Buying Team immediately.

   c. The original signed waybill is returned to the Buying Team.

   d. The runner gives the equipment, rental use envelope (with all forms required listed on the envelope), waybill and property transfer form to Transportation for delivery to the incident.

3. **Logistics Responsibilities**.

   The incident Logistics Section should coordinate return of the property with the Buying Team.

K. Disposition of Property

The disposition of property differs among agencies. Caution needs to be taken to ensure disposition is done according to the incident agency's procedures.

The Federal Management Regulations (FMR's) state perishable items (shelf life of less than 6 months) can only be donated to nonprofit organizations or tax supported agencies (Job Corps, Red Cross, public schools, VA hospitals, etc.). Non-perishable items can be retained in local agency fire caches or disposed of through local agency property procedures.

L. Agency Provided Commissary

If Agency commissary services are provided:

1. The Buying Team prepares a separate waybill for commissary items.

2. Copies of invoices are attached to the waybill and sent to the incident base finance chief.

3. The Buying Team ensures that transportation delivers commissary items to the Commissary Manager or the Finance Section Chief, not to the Supply Unit

4. The time of delivery should be coordinated with the Commissary Manager or the Finance Section Chief. The waybill should be signed by the Commissary Manager or the Finance Section Chief and returned to the Buying Team.

5. Buying Team members should not use convenience checks to purchase commissary items.

6. The Commissary Manager or Finance Section Chief should coordinate return of unused inventory with the Buying Team.

7. After the unused inventory is reconciled, the Buying Team should arrange for return of items to the vendor for credit. If the vendor will not accept returns, the unused items should be transferred to the Incident Agency's Administrative Staff.

M. Close-out Concerns and Tasks

The following items should be done before the Buying Team is demobilized and returns home:

1. As work decreases, consider shortening, changing, or merging shifts. Notify dispatch and/or expanded dispatch and the incident base of revised hours of operation.

2. Monitor pending resource requests and cancel outstanding requests as necessary.

3. Monitor the list of standing supply orders (e.g., newspapers). Coordinate cut-off dates with the incident base and notify vendors accordingly.

4. Monitor the list of continuing services. Negotiate cut-off dates and the remaining time services are needed with incident base. Contact vendors.

5. Ensure documentation is complete; making certain copies of all transactions are included in agency file. Review resource order logs for completeness.

6. Document status of all uncompleted requests, as well as those with problems, which will remain unresolved at the time of close-out. Documentation should be completed on the resource orders and the resource order logs.

7. Review and release remaining equipment that is no longer needed, such as Buying Team copiers and rental cars.

8. Review and complete all equipment rental folders for equipment managed by the Buying Team and forward to incident agency.

9. Settle claims, if appropriate, and inform the incident agency of potential or unsettled claims.

10. Ensure that all accountable property has been returned (leased, purchased, or borrowed). Document the status of any unreturned property on the Buying Team Expense Log.

11. The BUYL should prepare a transition/close out report. The BUYL should obtain input from the entire team, provide status of continuing acquisitions, and identify problem

areas (e.g., transportation, personnel, etc.) in the reports. Most of this information can be documented on the resource order logs, which can be incorporated into the reports. Include team rosters (with addresses) and last four digits of credit card numbers and copies of warrants.

12. It is recommended that the BUYL participate in the close-out meetings with the incident teams and incident agencies.

13. Record special information needed for particular vendors. Record new sources of supply identified during incident.

14. Discuss Buying Team release arrangements with the administrative staff. Arrange transportation through Dispatch for agreed time of release.

15. Provide all records to the incident agency and brief Incident Agency personnel.

16. BUYL completes a written performance rating for BUYMs.

17. Notify your home unit dispatcher and NICC that you have returned from the incident.

VII. EXHIBITS

The following forms are attached as exhibits for information and use. The Interagency Incident Business Management Handbook contains exhibits and instructions on a number of additional forms. Forms that do not contain a formal form number have not been officially approved or recommended and are included for discretionary use only.

Exhibit 1	National Buying Team Authorization Statement
Exhibit 2	Request for Buying Team Information
Exhibit 3	Form ICS-226, Individual Performance Rating
Exhibit 4	Incident Waybill
Exhibit 5	EERA Contractor Checklist
Exhibit 6	Fuel and Oil Issue - Contractor Checklist
Exhibit 7	Fuel and Oil Issue – Government Checklist
Exhibit 8	Incident Equipment Repair Record
Exhibit 9	Chainsaw Parts Order Form
Exhibit 10	Mechanic Work Invoice
Exhibit 11	Land Use Agreement for Rental of Temporary Emergency Facilities
Exhibit 12	Land use Agreements Checklist and General Guidelines
Exhibit 13	Purchase Card/Check Log
Exhibit 14	BPA/Agreement for Services Log
Exhibit 15	Restaurant or Lodging Authorization
Exhibit 16	Emergency Equipment Rental Agreement Log
Exhibit 17	Information Required for a Contract Claim
Exhibit 18	Determination and Findings
Exhibit 19	Buying Team Transition /Close out Document Outline
Exhibit 20	Unit Log

Exhibit 1

NATIONAL BUYING TEAM
AUTHORIZATION STATEMENT FOR CY ____

(Page 1 of 2)

AUTHORIZATION: It is agreed; that if ________________________ is assigned to the Buying Team position requested that he/she will be available to perform these duties except in cases of utmost emergency at his/her home unit.

UNIT & LOCATION:____

E-MAIL: ______________________________________

PHONE NUMBERS: (w)___________________________________

(h)____________________________________

(Cell) _______________________________

(fax) ________________________________

____
Buying Team Member's Signature/Date

____
Immediate Supervisor's Signature/Date

PLEASE INDICATE THE DATE(S) THAT THE FOLLOWING TRAINING WAS COMPLETED:

Required Training

_____________ S-260, Interagency Incident Business Management
_____________ IS-700, National Incident Management System, An Introduction (FS Employees)
_____________ IS-800 National Response Plan, An Introduction (required for leaders) (FS Employees)
_____________ I-100, Introduction to Incident Command System

Recommended Supplemental Training

_____________ National Interagency Buying Team Guide (Self-Study) or Workshop
_____________ S-261, Applied Interagency Incident Business Management
_____________ Regional Buying Team Workshop
_____________ Purchase Card and Convenience Check Training
_____________ Other Incident Training (list training):

NATIONAL BUYING TEAM
AUTHORIZATION STATEMENT FOR CY ____
(Page 2 of 2)

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Grade & Series:	____________
Warrant Level or Simplified Acquisition Level:	$ ____________
Negotiation Authority:	$ ____________
Bankcard Single Purchase Limitation:	$ ____________
Convenience Check Limitation:	$ ____________

THIS PERMISSION STATEMENT WILL BE REQUIRED ANNUALLY. This Authorization Statement will commit the participant to the Buying Team for one calendar year or until December 15, whichever comes first.

Exhibit 2

REQUEST FOR BUYING TEAM INFORMATION

We would like your help in getting this Information for the arrival of the Buying Team.

Who is going to be the agency representative? ______________________________

Who will be our local purchasing contact? ______________________________

Where and when will the briefing take place? ________________________

Where does the Agency plan on having the Buying Team work?

- ¤ Will need workspace for 7 or more people
- ¤ Will need 4-6 phones with separate lines
- ¤ Is there someplace close to public access?
- ¤ Are there local runners available for Buying Team?
- ¤ We will need 1 fax machine.

Do you have copies of these items available to the Buying Team?

- ¤ Telephone books of local area
- ¤ Agency Incident Service and Supply Plan
- ¤ Copies or List of Local BPA's
- ¤ GSA Catalogues

Please alert the Purchasing section that we will need upon arrival:

- ¤ Block of numbers for Emergency Equipment Rental Agreements
- ¤ How do you handle meal tickets?
- ¤ How do you want to handle lodging? Per Diem or Agency pay?
- ¤ Any special Agency policies for purchasing?
- ¤ Do you want others besides the Buying Team making purchase?
- ¤ What is the paying Agency's address and telephone number:
- ¤ What is Agency's tax-exempt number? Certificate if available.
- ¤ Is someone identified as a vehicle inspector for the Buying Team?
- ¤ Request operating guidelines for local unit
- ¤ Geographic supplement to the Incident Handbook?
- ¤ If FEMA incident – need delegation of authority.

Please ask Dispatch for:

- ¤ Complete copy of Resource Orders for supplies and equipment

<table>
<tr><td colspan="3">EXHIBIT 3
INDIVIDUAL PERFORMANCE RATING</td><td colspan="5">INSTRUCTIONS: The immediate supervisor will prepare this form for a subordinate person. Rating will be reviewed with the individual who will sign and date the form. The completed rating will be given to the Planning Section Chief before the rater leaves the incident.</td></tr>
<tr><td colspan="3">1. NAME</td><td colspan="5">2. INCIDENT NAME AND NUMBER START DATE OF INCIDENT</td></tr>
<tr><td colspan="3">3. HOME UNIT ADDRESS</td><td colspan="5">4. INCIDENT AGENCY AND ADDRESS</td></tr>
<tr><td>5. POSITION HELD ON INCIDENT</td><td>6. TRAINEE POSITION
____YES ____NO</td><td colspan="3">7. INCIDENT COMPLEXITY
_____I _____II ______III</td><td colspan="3">8. DATE OF ASSIGNMENT
FROM: TO:</td></tr>
<tr><td colspan="2" rowspan="2">9.List the main duties from the Position Checklist, on which the position will be rated.

Enter X under the appropriate column indicating the individual's level of performance for each duty listed.</td><td colspan="6">PERFORMANCE LEVEL</td></tr>
<tr><td>Did not apply on this Incident</td><td colspan="2">Unacceptable</td><td>Need to Improve
EXPLAIN IN REMARKS</td><td colspan="2">Fully Successful</td><td>Exceeds Successful</td></tr>
<tr><td colspan="2"></td><td></td><td colspan="2"></td><td></td><td colspan="2"></td><td></td></tr>
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<tr><td colspan="8">10. REMARKS</td></tr>
<tr><td colspan="6">11. THIS RATING HAS BEEN DISCUSSED WITH ME (signature of individual being rated.)</td><td colspan="2">12. DATE</td></tr>
<tr><td>13. RATED BY (Signature)</td><td colspan="2">14. HOME UNIT</td><td colspan="4">15. POSITION HELD ON THIS INCIDENT</td><td>16. DATE</td></tr>
</table>

*U.S. GPO: 1990-792-640/20075 NFES 2074 ICS FORM 226
(6/89)

Exhibit 4

INCIDENT WAYBILL

Vendor's Name: ______________________________ **Incident Name:** ______________________

Phone Number: ______________________________ **Incident Number:** ____________________

Ordered By: _________ **Relayed To:** _____________ **Accounting Code:** ____________________

Address: ____________________________________ **Date & Time Needed:** _________________

____

____________________________________ **Delivery Location:** ___________________

Form of Payment: ☐ **Purchase Card**
☐ **Check** ☐ **BPA**

____

Special Instructions:

Resource Order No.	Quantity	Description	Cost
		TOTAL:	

Please Return Original WAYBILL & SUPPORTING RECEIPTS to the BUYING TEAM

◄ US GOVERNMENT IS TAX-EXEMPT ►

Buying Team Signature ______________________________ **Date Assigned** ____________ **Time** ________

Runner's Signature ______________________________ **Date Received** ____________ **Time** ________

Transportation Signature ______________________________ **Date Received** ____________ **Time** ________

Supply Leader Signature ______________________________ **Date Received** ____________ **Time** ________

Buying Team • White **Camp Copy • Yellow** **Transportation Copy • Pink**

Exhibit 5
EMERGENCY EQUIPMENT RENTAL AGREEMENT - CONTRACTOR CHECKLIST

Always keep available a copy of your EMERGENCY RENTAL AGREEMENT, YOUR LAST VEHICLE/HEAVY EQUIPMENT INSPECTION, AND THIS CHECKLIST.

When called to an Incident, questions to ask!

1. What is my Resource Order Number or my Request Number? These numbers will be used to track your equipment to the incident, during the incident, and when it is released.
2. Who is calling? - Individual's name and agency. It is important to be able to identify who requested the equipment.
3. Where to report? The incident may have several reporting locations. Be sure to have a specific identifiable location to which to report.
4. Who to report to? Name of individual or position title.
5. Agree upon a starting time. Confirm an ETA to the reporting location. This is important to assure payment begins at an agreed upon time.

Upon arrival at location of Incident.

1. Have Resource Order Number and/or Request Number available.
2. At this time you must have your Emergency Equipment Rental Agreement or a copy available. You must have this document so your equipment can be used and paid according to the agreement.
3. Be sure to have an Emergency Equipment Shift Ticket started at this time. You must have an Emergency Equipment Shift Ticket for all hours of work to receive payment. Each Emergency Equipment Shift Ticket shall have an authorized Government Official's signature.
4. Be sure to have a Heavy Equipment Inspection done at this time and keep your copy. Don't loose this. If your equipment is damaged on the incident you will need this document to verify the condition of your equipment prior to use on the incident.

During Incident.

1. Be sure an Emergency Equipment Shift Ticket is completed at the end of each operation period. A Government Officer and the Contractor or his authorized agent, must sign each shift ticket.
2. Be sure to keep your copies of each shift ticket. Do not lose these. Your payment is based upon the information recorded on these forms.
3. If you receive any government supplies (fuel, oil, equipment parts, etc.) or require government repair services obtain a receipt (OF-304 for fuel, ICS Form 213 or other appropriate invoice for parts and/or service) and keep them; again, don't lose. This is so you may verify charges that will be deducted from your payment.

Upon release from the Incident.

1. Be sure to have release inspection performed on your equipment. This is the time to document any damage that may have occurred during the incident.
2. Emergency Equipment Shift Tickets are complete (A copy of all your time on the fire).
3. Emergency Equipment Use Invoice is completed and posted accurately and signed by a Government Officer and the Contractor or his authorized agent. THIS IS YOUR PAYMENT DOCUMENT, be sure it is correct when you leave the incident.

Exhibit 6

FUEL AND OIL ISSUE - CONTRACTOR CHECKLIST

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE	See cover for instructions:				
INCIDENT OR PROJECT NAME 1.	OWNER OF EQUIPMENT: [ ] Contractor [ ] Government Name 2.				
AGREEMENT NUMBER 3.	TYPE OF EQUIPMENT 4.	LICENSE OR ID. NUMBER 5.			
COMMODITY (Circle appropriate items)	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
REGULAR GAS, UNLEADED GAS, DIESEL	7.	8.	9.	10.	
OIL OTHER (specify) 6.	7.	8.	9.	10.	
DATE AND TIME ISSUED 11.	REMARKS 12.			TOTAL 13.	
ISSUING AGENTS SIGNATURE 14.	PRINT NAME AND TITLE 15.				
RECEIVING AGENT'S SIGNATURE 16.	PRINT NAME AND TITLE 17.				
POSTED TO EQUIPMENT INVOICE (Finance use only):	Initials 18.	Date 19.			

INSTRUCTIONS:

1. Self-explanatory.
2. If Forest Service, BLM, BIA, IDL, MSL, etc. just include the agency acronym. If it is a contractor include the Contractor's Business Name.
3. If it is a Contractor they will have an agreement number (see Block 2 of their OF-249).
4. Be specific (i.e., 1992 Ford 1500 gallon Water Tender; 1990 Ford F-150 4x4).
5. License Number is OK and preferable because it is easier to track (A223987 is obviously a Government plate).
6. Circle the appropriate commodity.
7. Include exact number (5.1, 10.0, 1.0, etc.).
8. Include the unit (gallon, quart, pint, etc.).
9. This is the unit price agreed upon when the Fuel Contractor is ordered or the amount agreed to when the agreement was initiated.
10. Amount of Number 7 X Number 9 (top line for the fuel issues, oil & other issues bottom line).
11. Self-explanatory (the majority of those coming in have only date, time is helpful and should be included).
12. Include any information that may be helpful (i.e., saw gas, generator gas).
13. Total the column above (quantity X unit price)
14. Issuing agent...Contractor or contractor's employee.
15. Printed name and title of Number 14.
16. Receiving Agent...the person receiving the fuel.
17. Printed name and title of Number 16.
18. Finance unit will take care of this block.
19. Finance unit will take care of this block.

DISTRIBUTION:

FINANCE ATTACH TO ISSUING AGENT'S OF-286 (1st Pink copy). This copy will go with the Fuel Contractor's OF-286 (and Addition on Block 27 of the OF-286).

FINANCE ATTACH TO RECEIVING AGENT'S OF-286 (2nd Pink copy). This copy will go with the Contractor's OF-286 who receives the fuel (a Deduction on Block 26 of the OF-286).

EQUIPMENT TIME RECORDER (Blue copy). This is the Equipment Time Recorder's copy and will be distributed either in the Fire File or as a duplicate when necessary.

ISSUING AGENT (Goldenrod copy). This is the Fuel Contractor's copy to be kept by them at the time of fuel/oil issued.

RECEIVING AGENT'S COPY (Green copy). This is given to the contractor who is issued the fuel at the time it is issued.

ORDERING OFFICE FILE COPY (white copy). This copy is to remain in the book and the book is turned over to the Finance Unit (Equipment Time Recorder or Procurement Unit Leader) at the time of demobilization.

At the end of each day, the Contractor should have the following copies retained in the book, for each fuel and/or oil issue: 2 pink, 1 blue, and 1 white. The 2 pink and 1 blue will be given to the Finance Unit. The Finance Unit may request the white copy as well. All other copies should have been previously distributed.

Exhibit 7

FUEL AND OIL ISSUE - GOVERNMENT CHECKLIST

(See Interagency Incident Business Management Handbook, Chapter 20, for a copy of the OF 304 and instructions)

Upon Fuel Contractor's arrival at location of Incident

Fuel Contractor and Government briefing, to include:

1. **Establish the quantities and types of fuel you have** (i.e., 500 gallons of unleaded, 400 gallons of diesel, 300 gallons of regular, 3 cases of 10W-30 oil, 3 cases of 30W oil, 5 gallons of antifreeze, 1 case of automatic transmission fluid, etc.). This will give you an idea of where you stand supply-wise and where you may need to resupply.

2. **Coordinate with Ground Support on where the fueling site will be.** A location somewhere near the Ground Support Staging (or Parking) area will probably meet the incident needs the best.

3. **Establish a timely schedule for receipt of OF-304s.** It is very important to receive the OF-304s at least daily. This may be unrealistic during the first couple of days but should be occurring as soon as possible after that.

4. **Establish fuel prices.** Fuel prices should have been established before the Fuel Contractor arrives at the incident. If not, establish prices for those commodities being provided.

During Incident

It is very important to have a method in place for fuel and oil issue administration. This is my recommendation and what I have found to be effective (obtaining a copy of the Contractor's Fuel/Oil Checklist would be helpful for a cross-reference).

Once OF-304s are coming in on a daily basis, distribute them as follows:

1. Put the Issuing Agent copy (1st pink) in a separate envelope or box marked appropriately (i.e., "Bud's Fuel Services" or "Pat's Oil") and keep with the Fuel Contractor's OF-305 envelope.
2. Put the Receiving Agent copy (2nd pink) in their appropriate OF-305 envelopes.

NOTE: If the Government is providing operating supplies (See Block 6 of the OF-294) then the pink copy should be put in with an envelope or box marked "Government Fuel and Oil Issues." All Government (federal, state, and local) should be put in this box and retained with the Fire File.

3. The Equipment Time Recorder copy (blue) will be used for the Fire File or as a duplicate copy when necessary.

4. The Ordering Office copy (white) will be retained in the book unless it is requested by the Finance Unit (this may occur if the copy is needed as a duplicate).

Upon release from the Incident

1. Fuel and Oil Issues will be reconciled with contractor(s) providing their own operating supplies as a deduction (Block 26) on the OF-286 (Do not rely on Receiving Agent copies to assist you in this reconciliation).

2. Fuel and Oil Issues will be reconciled with the fuel contractor as an addition (Block 27) on the OF-286 (Coordinate with the Fuel Contractor with their issuing Agent copies on this reconciliation).

EXHIBIT 8

INCIDENT EQUIPMENT REPAIR RECORD		
1. Contractor's Name		2. Date:
3. Incident Name:	4. Incident Number:	5. "E" Number
6. Equipment Description (include year, make, model, serial number):		
7. Description of Work Performed		

8. Labor: Inclusive hours (rounded to the nearest ½ hour) work was performed: Total Labor Hours: ___________X _____________ = $___________________ Hourly Rate Total Labor	9. Odometer Reading:

10. Parts & Accessories (Use reverse for additional Parts & Accessories if necessary):

Parts Used	Quantity	Unit Price	Total
___________________	__________________	_________________	$____________________
___________________	__________________	_________________	$____________________
___________________	__________________	_________________	$____________________
___________________	__________________	_________________	$____________________

TOTAL PARTS:	$___________________
TOTAL LABOR (FROM BLOCK 8):	$___________________
TOTAL OF EQUIPMENT REPAIR ORDER:	$___________________

11. Signatures (must be legible):

____ _____________________________
Contractor's Signature Mechanic's Signature

____ _____________________________
Printed Name & Title Printed Name & Title

____
Date

Original → Finance [ ] Copy in Contractor's OF-305
Copy → Contractor [ ] Posted to OF-286

EXHIBIT 9

Chainsaw Parts Order Form

<table>
<tr><td colspan="2">DATE:</td><td colspan="2">TIME:</td></tr>
<tr><td colspan="4">INCIDENT NAME:</td></tr>
<tr><td colspan="4">Requesting Resource Name & Number (e.g. Mary Smith/Sawmill Hot Shots/C-3)

Position:</td></tr>
<tr><td colspan="2">DATE NEEDED:</td><td colspan="2">TIME NEEDED:</td></tr>
<tr><td colspan="4">LOCATION NEEDED:</td></tr>
<tr><td colspan="4" align="center">SAW DESCRIPTION</td></tr>
<tr><td colspan="2">Saw Manufacturer: [Circle One]
[Stihl] [Husky] Other____________</td><td colspan="2">Model:</td></tr>
<tr><td>Bar Length: [Inches]</td><td>Chain Pitch:</td><td>Gauge:</td><td>Number of Drivers:</td></tr>
<tr><td colspan="2">Cutter Style:</td><td colspan="2">Tooth Compliment:
[e.g. full skip, half skip, etc.]</td></tr>
<tr><td colspan="4" align="center">REMARKS/OTHR PARTS NEEDED</td></tr>
<tr><td colspan="4">

</td></tr>
<tr><td colspan="3">Action Taken:</td><td>S #________________</td></tr>
</table>

Date:	Time:	By:	Position:

Exhibit 10
MECHANIC WORK INVOICE

Incident Name_________________________________ Incident Number____________________________________

OWNERSHIP: Government [ ] Private [ ] Owner's Name _______________________________

EQUIPMENT: General Description____

E-Number _____________________________ License Number ____________________________

DESCRIPTION OF WORK

Hours Worked _________ Cost of Parts________

MECHANIC REMARKS

Probable Cause: Normal Wear _____ Incident Damage ______

Cause or Circumstance:

___________________________ ___________________________ __________________

Contractor Signature Mechanic Signature Date

Original to Finance Copy to Contractor

INSTRUCTIONS

1. This form is to be completed by the mechanic providing the service, with the original being turned into the Procurement Section in finance and a copy to the Contractor. Any invoices for purchases supplies/parts are to be attached.

2. Incident name and number, self-explanatory.

3. Ownership: Check the appropriate box; if privately owned, include the owner's name.

4. Equipment: Provide a description of the equipment being repaired, such as: " blue 1985 Ford 3/4 Ton 4X4" or "Stihl 056 chainsaw."

   (a.) Be sure to include the E-number for private equipment; otherwise, we may be working on every vehicle in the county. This number is also very useful in identifying the owner/contractor to determine financial responsibility.

   (b.) Also include the vehicle license number (preferred) or other identification numbers.

5. Description of Work: This box is used to describe the service provided and should include a list of parts installed. For example, "drove to site of stalled tender, installed rebuilt alternator (provided by owner), new V-belt. Replaced battery and hold-down. Also replaced a bulging radiator hose and 2 gallons antifreeze.

   (a.) Be sure to include any travel time required to obtain parts or getting to and from the work site.

   (b.) Include the cost of all parts and supplies that are provided by the Government. DO NOT include cost for items supplied by the Contractor.

6. Mechanic Remarks: Check the appropriate cause, whether in your opinion the damage/breakdown was "normal wear" or damage related to conditions on the incident.

   Provide a brief statement of the apparent cause, if any. For example, "Tender was regularly crossing kelly bumps, battery hold-down broke and battery landed upside-down on alternator. Apparently burned out the diodes. "Radiator hose was just old."

7. Obtain signature of the owner or operator and mechanic signs and dates as well.

EXHIBIT 11

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)	**Page ___ of ___** **AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT** AGREEMENT NUMBER	
	EFFECTIVE DATES a. beginning	b. ending
OWNER (name, address, phone number-include day/night/cell/fax) DUNS: EIN/SSN: PAYMENT ADDRESS:[ ] Same as above, or ______________________________________ ______________________________________	INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER: JOB CODE (P#) AND OVERRIDE:	

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ HUBZONE ☐ SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as ____.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

____
____
____
____
____
____
____

County: _________________ State: _________________ Township: ________________ Range: ________________ Section: _________________

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each month that the land/facilities are used, the Government will pay the rate of $_____________ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be $__________, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

[ ] The above rate includes utility charges for the following: ☐ GAS ☐ ELECTRICITY ☐ WATER ☐ TOILET SUPPLIES

☐ JANITORIAL SERVICES & SUPPLIES ☐ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS

[ ] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: ____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

[ ] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: ____.

[ ] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: ____.

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

Agreement No: ___________________

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: **PHONE NUMBER** (if different from Owner's)		PRINT NAME AND TITLE: **PHONE NUMBER:**	

Agreement No: ________________________

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

Owner/Agent: ____
(Print Name)

Government Agent: ____
(Print Name)

Signature: ____

Signature: ____

Date: ________________________________

Date: ________________________________

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE $____________________

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: ____
(Print Name)

Government Agent: ____
(Print Name)

Signature: ____

Signature: ____

Date: ________________________________

Date: ________________________________

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT

(a) 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (Feb 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004**)** (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq*.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR* 52.252-2, *Clauses Incorporated by Reference (Feb 1998).* This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

____

____

[*Insert one or more Internet addresses*]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (End of clause)

EXHIBIT 12
Land Use Agreements – Checklist & General Guidance
SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY CHECKLIST

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

DIPPING SITES/PONDS
CHECKLIST

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

IC CAMP/HELIBASE
CHECKLIST

- Access – roads, gates
- Noxious Weeds
- Fences / cattleguards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

AIRPORTS CHECKLIST

- Facilities Usage (except for federally funded runways, towers)
  - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Bae
- Hours of Operation
- Access
- Check with Air Ops for further concerns

<u>SITUATIONS *NOT* REQUIRING A LAND USE AGREEMENT</u>

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

<u>LAND/FACILITY RESTORATION CONSIDERATIONS</u>
(Items for COs to consider – not all items apply to every agreement)

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - Resources available to confirm ownership
    - City or County Tax Assessor's Office
    - Courthouse

- Private Campgrounds – what are average receipts / revenues for similar time period

- Historical record of rates for use in local area – local rangers may be good source

- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities

- Fairgrounds – were there any events cancelled or rescheduled to make them available?

- Cost of relocating and feeding of stock

- Are there vacant facilities held by other agencies that may be available?

- Consider a not to exceed rate commensurate with property value

- Sources of market research:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents

EXHIBIT 13

<u>Purchase Card / Check Log</u>

EXHIBIT 14

BPA / AGREEMENT FOR SERVICES LOG

INCIDENT NAME ______________________

INCIDENT NUMBER __________________________

AGREEMENT #	DATE	VENDOR NAME	SERVICES TO BE PROVIDED

EXHIBIT 15

Restaurant or Lodging Authorization Form (2 Pages)

EXHIBIT 16

Emergency Equipment Rental Agreement Log

INCIDENT NAME ______________________

INCIDENT NUMBER _________________________

AGREEMENT #	DATE	VENDOR NAME	EQUIPMENT TYPE	LICENSE # OR SN/VIN

EXHIBIT 17

Insert Information Required for a Contract Claim

File Code:	6320	Date:	*__________
Route To:			
Subject:	Claims		
To:	*		

This guide is to assist you in your decision to file a claim for damages incurred while your equipment was being used on the *_________ Incident. You should review the situation which led up to the damages as it might relate to Clause 9, Loss, Damage, or Destruction.

If the damage did not occur due to ordinary wear and tear, or negligence of the Contractor or Contractor's agent, you may decide to file a claim for the damage. The following is an outline to help you organize any claim filed so that it may be processed as quickly as possible.

1. A claim is a written demand for a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. See FAR Clause 52.233-1 Disputes

2. State your agreement number. In this case your number is: *_______________________.

3. Describe the damage in detail.

4. Provide a detailed description of the events which led up to and caused the damage.

5. Provide name, address, and phone numbers of all witnesses and witness statements.

6. Give an estimate or the actual cost of repair for the damage.

7. State the reason(s) you feel the Government should make reimbursement for the damage.

8. Provide any other information you have that will support your claim or will assist us in determining liability for your claim.

9. Submit your claim to the following address:

*________________________________
Contracting Officer

EXHIBIT 18

DETERMINATION & FINDINGS

CONTRACTOR: ____________________________________
AGREEMENT NO: __________________________________
The following equipment was used during the _______________________ Incident on the __________________________ Unit: (equipment make, model, and year)_______________
____
____
The equipment was hired by __________________________________ on_______________ to perform the following duty(s): ____
____
____.
The Contractor claims that damage occurred as follows (summarize the event that caused the damage):

____
____
____
____

Resulting in the following damage (describe the equipment damage):

____
____
____
____
____

The claim amount requested is: $ _______________________________________

Contracting Officer's Finding: ____

____

____

____

____

____

____

Continue on attachment if necessary.

DETERMINATION

1. In accordance with OF-2494, General Provisions, Clause No., 9 Loss, Damage, or Destruction; and/or

____
____

2. I hereby determine that

____

____

____

____

____

____

____

____

____

3. A payment of $ __________________________________ is offered as payment in full for the damage claimed.

____ ____________________

Contracting Officer Signature Date

RELEASE

Contract release for and in consideration of receipt of payment in the amount shown in Item 3 or the Determination. Contractor hereby releases the Government from any and all claims arising under this agreement.

____ ____________________

Contractor Signature Date

EXHIBIT 19

BUYING TEAM TRANSITION/CLOSE OUT DOCUMENT OUTLINE

The purpose of this document is to guide the team leader in preparing a transition document, which will relay to the incoming team procedures and arrangements that are already in place.

A. BRIEFINGS, CONTACTS, GUIDELINES

1. List any briefings that the buying team has been attending. Include time and location and the role of the buying team in these briefings.

2. Provide a list of fires that are being supported by the buying team. Include job codes.

3. Provide the name and phone number of the IBA and any other incident contacts (name and telephone numbers) that are beneficial.

4. Provide copies of any documents unit has provided to the buying team, such as the operating guidelines.

5. Provide names, addresses, and phone numbers of buying team members that are leaving.

B. LAND USE AGREEMENTS

1. Provide list of land use agreements and the location of the documents in the buying team filing system.

2. If the buying team is making periodic payments for any of these agreements, include who is documenting receipt and how the payment is being made.

C. SUPPLEMENTAL FOODS, STANDING ORDERS

1. Provide listing of supplemental foods that are acceptable to the unit and how supplemental foods are being ordered. (If the unit has operating guidelines, this information will be included in that document.) Include the names and telephone numbers of contacts for each vendor.

2. Include documentation on standing orders, how they are being handled and which ones are still standing. (This is most likely newspapers, ice, supplemental food items, etc.)

D. MEDICAL

1. If the buying team is paying for any medical – comp/claims, provide information on what has been set up and how the payments have been handled.

2. Provide contacts for each camp responsible for the M-Log and coordination with comp/claims.

E. SPECIAL PROCEDURES

1. If the buying team has set up any special procedures for items, i.e. propane, laundry, rental vehicles, saw parts, computers, photo development, leave detailed instructions on what has been set up, who initially set it up, vendor and incident contacts, and how payments have been handled.

2. Leave list of contacts on hard-to-find items. Include any learning experiences you went through to locate this item.

F. PENDING ORDERS

1. What information are you leaving the incoming team regarding items that have been ordered but not delivered? How is that information organized?

2. What about outstanding orders, those that have not been placed yet? What do you need to tell the incoming team so they can easily know what needs to be ordered?

G. COSTS

1. Who are you relaying cost information to daily? How do you transmit this data, by telephone, FAX, etc.?

Basically, include anything in this document that will help the incoming team, even items you plan to cover at the briefing between the two teams. I know it is easier for me to go back and look at a document than to try and remember what was said at a meeting.

EXHIBIT 20

UNIT LOG	1. INCIDENT NAME	2. DATE PREPARED	3. TIME PREPARED

4. UNIT NAME/ DESIGNATORS.	5. UNIT LEADER (NAME AN POSITION)	6. OPERATIONAL PERIOD

7. PERSONNEL ROSTER ASSIGNED

NAME	ICS POSITION	HOME BASE

8. **ACTIVITY LOG** (CONTINUE ON REVERSE)

TIME	MAJOR EVENT

TIME	MAJOR EVENT
214 ICS 5-80	**9. PREPARED BY (NAME AND POSITION)**